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UNITED STATES DISTRICT COURT  
DISTRICT OF OREGON  
MEDFORD DIVISION

TINA ESTRADA,

Plaintiff,

v.

VOLARE HEALTH, LLC,

Defendant.

Case No. 1:24-cv-00256-AA

**DEFENDANT’S ANSWER AND  
AFFIRMATIVE DEFENSES TO  
PLAINTIFF’S COMPLAINT**

Defendant Volare Health, LLC (“Defendant” or “Volare”) hereby responds to Plaintiff Tina Estrada’s (“Plaintiff” or “Estrada”) Complaint (“Complaint”) and asserts affirmative defenses as follows:

**ANSWER**

1. Defendant denies the allegations contained in Paragraph 1 of the Complaint as conclusions of law to which no response is required. To the extent that the allegations are factual in nature, Defendant denies the allegations contained in Paragraph 1 of the Complaint.

2. Defendant denies the allegations contained in Paragraph 2 of the Complaint.

3. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 3 of the Complaint. To the extent that the allegations are factual in nature, Defendant denies the allegations contained in Paragraph 3 of the Complaint.

4. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 4 of the Complaint. To the extent that the allegations are factual in nature, Defendant denies the allegations contained in Paragraph 4 of the Complaint.

5. Defendant denies the allegations contained in Paragraph 5 of the Complaint as conclusions of law to which no response is required.

6. Defendant denies the allegations contained in Paragraph 6 of the Complaint as conclusions of law to which no response is required.

7. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the first sentence of Paragraph 7 of the Complaint. Defendant denies the remaining allegations contained in Paragraph 7 of the Complaint.

8. Defendant denies the allegations contained in Paragraph 8 of the Complaint.

9. Defendant admits that it is a Delaware limited liability company with its principal place of business in Louisville, Kentucky and that Defendant engages in business throughout the United States, including Oregon. Except as thus stated, Defendant denies the allegations contained in Paragraph 9 of the Complaint.

10. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the first, second, and fourth sentences of Paragraph 10 of the

Complaint and therefore denies the same. Defendant denies the remaining allegations contained in Paragraph 10 of the Complaint.

11. Defendant denies the allegations contained in Paragraph 11 of the Complaint as conclusions of law to which no response is required. To the extent that the allegations are factual in nature, Defendant denies the allegations contained in Paragraph 11 of the Complaint.

12. Defendant denies the allegations contained in Paragraph 12 of the Complaint.

13. Defendant denies the allegations contained in Paragraph 13 of the Complaint.

14. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained Paragraph 14 of the Complaint and therefore denies the same.

15. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained Paragraph 15 of the Complaint and therefore denies the same.

16. Upon information and belief, Defendant admits that Plaintiff brought a lawsuit against Avalon Healthcare, styled *Estrada v. Avalon Health Care Hearthstone LLC*, No. 1:21-cv-00688-CL (D. Or.). Except as thus stated, Defendant denies the allegations contained in Paragraph 16 of the Complaint.

17. Defendant denies the allegations contained in Paragraph 17 of the Complaint.

18. Defendant denies the allegations contained in Paragraph 18 of the Complaint.

19. In response to Paragraph 19 of the Complaint, Defendant realleges its responses to Paragraphs 1 through 18 as if set forth fully herein.

20. Defendant denies the allegations contained in Paragraph 20 of the Complaint.

21. Defendant denies the allegations contained in Paragraph 21 of the Complaint.

22. Defendant denies the allegations contained in Paragraph 22 of the Complaint.

23. Defendant denies the allegations contained in Paragraph 23 of the Complaint.

24. Defendant denies the allegations contained in Paragraph 24 of the Complaint.

25. In response to Paragraph 25 of the Complaint, Defendant realleges its responses to Paragraphs 1 through 24 as if set forth fully herein.

26. Defendant denies the allegations contained in Paragraph 26 of the Complaint as conclusions of law to which no response is required.

27. Defendant denies the allegations contained in Paragraph 27 of the Complaint.

28. Defendant denies the allegations contained in Paragraph 28 of the Complaint.

29. Defendant denies the allegations contained in Paragraph 29 of the Complaint.

30. Defendant denies the allegations contained in Paragraph 30 of the Complaint.

31. In response to Plaintiff's Prayer for Relief, Defendant denies that Plaintiff is entitled to the relief sought therein, including the relief sought in Subsections (a)-(i).

32. Except as expressly admitted herein, Defendant denies each and every other allegation in the Complaint.

### **AFFIRMATIVE DEFENSES**

Without assuming Plaintiff's burden of proof on any issue, Defendant alleges the following affirmative defenses:

#### **FIRST AFFIRMATIVE DEFENSE**

##### **(Failure to State a Claim)**

33. Plaintiff fails to state a claim on which relief may be granted.

#### **SECOND AFFIRMATIVE DEFENSE**

##### **(Failure to Mitigate)**

34. Plaintiff's alleged damages are barred in whole or in part by her failure to take reasonable steps to mitigate them.

**THIRD AFFIRMATIVE DEFENSE**

**(Damages Are Overstated)**

35. Plaintiff has overstated her damages and asserted claims for damages to which she is not legally entitled, including punitive and liquidated damages.

**FOURTH AFFIRMATIVE DEFENSE**

**(No Adverse Action)**

36. Defendant took no adverse employment action against Plaintiff.

**FIFTH AFFIRMATIVE DEFENSE**

**(Not Employed by Defendant)**

37. Plaintiff's claims are barred, in whole or in part, because Defendant was not Plaintiff's employer.

**SIXTH AFFIRMATIVE DEFENSE**

**(Acts/Omissions of Others)**

38. Plaintiff's damages, if any, were caused by the acts or omissions of Plaintiff or persons other than Defendant.

**SEVENTH AFFIRMATIVE DEFENSE**

**(Failure to Engage in Protected Activity)**

39. Plaintiff did not engage in protective activity or protected conduct as defined by ORS 659A.199 and is therefore precluded from establishing a claim thereunder as a matter of law.

**EIGHTH AFFIRMATIVE DEFENSE**

**(Good Faith)**

40. At all times herein relevant, Defendant acted in good faith and did not violate any rights Plaintiff may have had under federal, state, or local laws, rules, regulations, or guidelines.

**NINTH AFFIRMATIVE DEFENSE**

**(Outside Scope of Authority)**

41. Any alleged unlawful or other wrongful acts or omissions attributed to any person(s) employed or related to Defendant were outside the scope of their or its authority and such acts, if any, were not authorized, ratified, or condoned by Defendant, nor did Defendant know or have reason to be aware of such alleged conduct or omissions.

**TENTH AFFIRMATIVE DEFENSE**

**(No Retaliation)**

42. The purported actions alleged in Plaintiff's Complaint do not constitute retaliation based on any unlawful grounds, protected status, or protected conduct.

**ELEVENTH AFFIRMATIVE DEFENSE**

**(Failure to Join Necessary or Indispensable Parties)**

43. Plaintiff's claims are barred by Plaintiff's failure to join a necessary or indispensable party or parties.

**RESERVATION OF DEFENSES**

44. Defendant reserves the right to assert any additional defenses after further discovery and investigation of Plaintiff's claims.

WHEREFORE, Defendant Volare Health, LLC prays for judgment as follows:

1. Plaintiff's claims be dismissed with prejudice and in their entirety;
2. Each and every prayer for relief contained in the Complaint be denied;
3. Judgment be entered in favor of Defendant;
4. All costs, including reasonable attorneys' fees, be awarded to Defendant and against Plaintiff pursuant to applicable laws; and

5. For such other legal and equitable relief as the Court deems just and proper.

DATED this 22<sup>nd</sup> day of March, 2024.

BUCHALTER,  
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By s/ Alexandra M. Shulman  
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**CERTIFICATE OF SERVICE**

I hereby certify that I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the following persons:

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*Attorneys for Plaintiff*

DATED this 22<sup>nd</sup> day of March, 2024.

s/ Alexandra M. Shulman  
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CERTIFICATE OF SERVICE